

**RESOLUTION NUMBER 7750**

**WHEREAS**, the City of Beatrice, Nebraska (“City”) is required by the Nebraska Department of Water, Energy, and Environment to comply with a Municipal Separate Storm Sewer System (“MS4”); and

**WHEREAS**, Landmark Snacks, LLC, a Nebraska limited liability company (“Landmark”) owns property located in the City of Beatrice legally described as:

Lot One (1) Landmark Addition to the City of Beatrice, Gage County, Nebraska (the “Property”); and

**WHEREAS**, because the City is an MS4 community, Landmark is required to construct and maintain stormwater detention facilities in connection with the construction of an industrial building on the Property, which includes but is not limited to ditches, stormwater detention cells, and outlets; and

**WHEREAS**, said stormwater detention facilities will be constructed along the west property line of the Property and along Ridgeview Drive south of the Property and that said facilities will encroach onto property owned by the City; and

**WHEREAS**, the City and Landmark desire to enter into an agreement to allow Landmark to encroach onto City-owned property for the purposes of constructing, maintaining, and repairing required stormwater detention facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA:

**SECTION 1.** That the Mayor, City Clerk, and City Administrator are hereby authorized to execute the Encroachment Agreement with Landmark Snacks, LLC, and any and all other documents necessary, to allow Landmark to encroach onto City-owned property for the purposes

of constructing, maintaining, and repairing required stormwater detention facilities. A copy of said Encroachment Agreement is attached hereto as Exhibit "A" and is incorporated herein by reference.

**SECTION 2.** That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 16<sup>th</sup> day of March, 2026.

Attest:

  
\_\_\_\_\_  
Amanda Kuhlman, Deputy City Clerk

  
\_\_\_\_\_  
Robert Morgan, Mayor

Exhibit "A"

## ENCROACHMENT AGREEMENT

This Encroachment Agreement dated this 10<sup>th</sup> day of March, 2026 is entered into by and between the City of Beatrice, Nebraska, a municipal corporation ("City"), and Landmark Snacks, LLC, a Nebraska limited liability company ("Landmark").

### RECITALS

**WHEREAS**, the City is required by the Nebraska Department of Water, Energy, and Environment to comply with a Municipal Separate Storm Sewer System ("MS4"); and

**WHEREAS**, Landmark owns property located in the City of Beatrice legally described as:

Lot One (1) Landmark Addition to the City of Beatrice, Gage County, Nebraska (the "Property"); and

**WHEREAS**, because the City is an MS4 community, Landmark is required to construct and maintain stormwater detention facilities in connection with the construction of an industrial building on the Property, which includes but is not limited to ditches, stormwater detention cells, and outlets; and

**WHEREAS**, said stormwater detention facilities will be constructed along the west property line of the Property and along Ridgeview Drive south of the Property and that said facilities will encroach onto property owned by the City; and

**WHEREAS**, the City and Landmark desire to enter into an agreement to allow Landmark to encroach onto City-owned property for the purposes of constructing, maintaining, and repairing required stormwater detention facilities.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

**1. REQUIRED FACILITIES.** Landmark acknowledges and understands that it is required to construct and maintain stormwater detention facilities in connection with the construction of an industrial building on the Property.

**2. ENCROACHMENT.** City and Landmark acknowledge and agree that the stormwater facilities required to be constructed and maintained by Landmark will be located along the west property line of the Property and along Ridgeview Drive, and that said facilities will encroach onto property owned by the City. A copy of Landmark's SWPPP is attached hereto and incorporated herein by reference as Exhibit "A".

**3. RIGHT TO ENTER.** City hereby grants to Landmark the right to enter onto its property for the sole purpose of constructing, maintaining, and repairing Landmark's stormwater detention facilities and only to the extent necessary to construct, maintain, and repair said facilities.

**4. CONSTRUCTION AND MAINTENANCE COSTS.** Landmark hereby acknowledges and agrees that all costs associated with the construction, maintenance, and repair of the stormwater detention facilities shall be borne solely by Landmark.

**5. MAINTENANCE AND REPAIRS.** Landmark hereby agrees that it shall be responsible for any damage to City-owned property, including but not limited to rights-of-way, utilities, landscaping, and other improvements, resulting from Landmark's construction, installation, maintenance, repair, or operation of its stormwater detention facilities. Landmark shall promptly repair, restore, or replace any such damaged property to a condition equal to or better than that which existed prior to the damage, as reasonably determined by the City. Repairs and maintenance shall include but are not limited to mowing and repairing damage caused by erosion.

All repair, restoration, and replacement work required under this provision shall be performed at Landmark's sole cost and expense and in accordance with all applicable standards, specifications, and permitting requirements. If Landmark fails to make the required repairs within a reasonable time after receiving written notice from the City, the City may perform or cause such repairs to be performed, and Landmark shall reimburse the City for all costs incurred in completing the work within thirty (30) calendar days of receipt of an invoice from the City.

Nothing in this provision shall limit the City's ability to pursue any other remedies available at law or in equity for damage to City property.

**6. INDEMNIFICATION.** Landmark agrees to indemnify and hold the City, their employees, officers, agents, contractors, and assigns harmless from any present or future liability for any of Landmark's injuries or damages in any way related to the construction, maintenance, or repair of the required stormwater detention facilities outlined herein, except, however, to the extent that such injuries or damages are proximately caused by the negligence or intentional misconduct of City, and shall defend, indemnify, and hold harmless the City from the Landmark's claims, demands, causes of action, lawsuits, strict liability claims, or loss, that may result from the construction, maintenance, or repair of the required stormwater detention facilities, except to the extent that such claims, demands, causes of action, lawsuits, strict liability claims or loss are proximately caused by the negligence or intentional misconduct of City.

**7. BREACH AND CURE.** Failure of either party to this Agreement to abide by any provision set forth herein shall constitute a breach of this Agreement. In such event, the non-breaching party may provide written notice to the breaching party describing the breach. The breaching party shall rectify, cure, or refute within thirty (30) calendar days. If the breaching party fails to rectify, cure, or refute within thirty (30) calendar days, the non-breaching party may terminate

this agreement without notice. No forbearance to enforce the breach of any of the promises or covenants of this Lease shall be construed as a waiver of any succeeding breach of the same or any other covenant hereof.

**8. TERMINATION.** In addition to the termination proceedings set forth in Section 7 above, either party shall have the right to terminate this Agreement for any reason upon one hundred eighty (180) calendar days written notice to the other party.


**9. NOTICE OF AGREEMENT.** A Notice of Encroachment Agreement shall be filed with the Gage County Register of Deeds Office by the City upon the execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written, on this Encroachment Agreement.

CITY OF BEATRICE, NEBRASKA,  
A Municipal Corporation

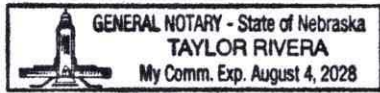
Chad Lottman, on behalf of  
Landmark Snacks, LLC, a Nebraska  
limited liability company,

  
Robert Morgan, Mayor

  
Chad Lottman, Member

STATE OF NEBRASKA        )  
  ) ss:  
COUNTY OF GAGE         )

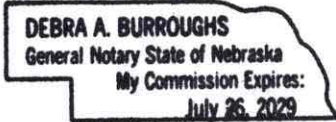
The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of March, 2026, by Robert Morgan, Mayor, and authorized signatory of the City of Beatrice, Nebraska, to be his voluntary act and deed on behalf of the City of Beatrice, Nebraska.



  
Notary Public

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF GAGE         )

The foregoing instrument was acknowledged before me this 13 day of March ~~February~~ 2026, by Chad Lottman, Member of Landmark Snacks, LLC, as his voluntary act and deed on behalf of Landmark Snacks, LLC.



  
Notary Public

GENERAL HISTORY - STATE OF MICHIGAN  
TAYLOR RIVER  
MAY 1880

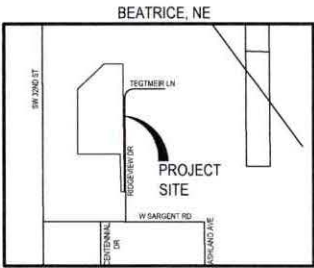
GENERAL HISTORY - STATE OF MICHIGAN  
TAYLOR RIVER  
MAY 1880

# LANDMARK SNACKS

SWPPP

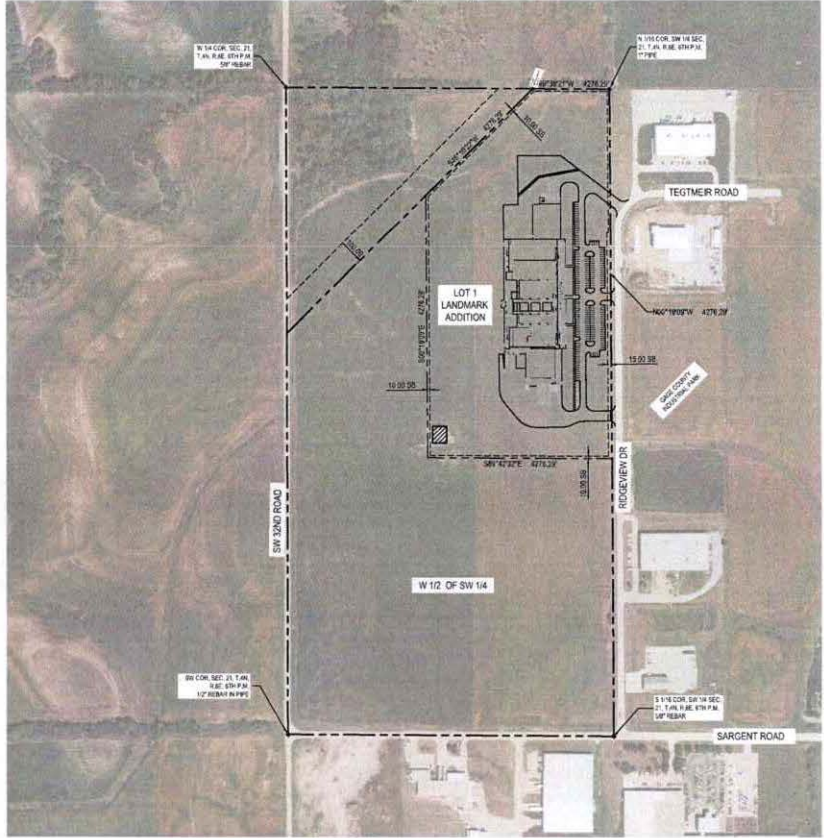
NPDES Tracking Number: CSW-202610283

Located in the W 1/2 of the SW 1/4 Section 21, Township 4 N, Range 6 E, of the 6th P.M.  
Beatrice, Gage County, Nebraska



VICINITY MAP

SHEET LIST TABLE	
Sheet Number	Sheet Title
C1.0	COVER
C2.0	TOPOGRAPHIC SURVEY & REMOVALS
C3.0	SWPPP NOTES
C3.1	SWPPP DETAILS
C3.2	PRE CONSTRUCTION-EROSION CONTROL
C3.3	PHASE I-EROSION CONTROL
C4.0	CUT FILL



**STORMWATER MANAGEMENT TEAM**

**DEVELOPER/OWNER:**  
Landmark Snacks  
(402) 230-3394  
chad@landmarksnacks.com

**ENGINEER:**  
Rick Orson  
E & C Consulting Group, Inc.  
(402) 433-7217  
rormon@ecg.com

**INSPECTOR:**  
TBU

**GENERAL CONTRACTOR:**  
Stans Swain  
Ultimate Thermal  
(402) 963-4933  
stans@ultimatethermal.com

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**SITE INFORMATION**

09/19/2026 10/15/2027 COW-202610283

Estimate Section Estimate Section Q26700-0000

Landmark Snacks Ridgeway Drive & Sargent Street

Project Name Address

LANDMARK ADDITION BEATRICE GAGE

SECTION Name COO

45.26683°N 96.78137°W NEBRASKA 68310

Latitude Longitude State ZIP Code

Total Site Area (Acres) 25.8 Estimated Permit Duration (Months) 21

Disturbed Area (Acres) 22.5

Undisturbed Area (Acres) 3.3

**GENERAL NOTES**

1. All OPERATOR/CONTRACTORS must conform with the APPLICANT that any and all applicable governmental approvals have been received prior to the start of work.
2. BMP's may not be removed without INSPECTOR and applicable government approval.
3. The SWPPP documents (e.g., NDEQ-APDES, SWPPP-SM, SWPPPA, etc.) are essential and a requirement in one part to as zoning as though occurring in all. The SWPPP documents are complementary. The documents describe and provide the complete SWPPP. The APPLICANT, INSPECTOR, and/or CONTRACTOR/OPERATORS may not take advantage of any apparent SWPPP errors or omissions. The INSPECTOR shall notify the APPLICANT, DESIGNER, and CONTRACTOR/OPERATORS promptly of any omissions or errors. The APPLICANT shall notify the DESIGNER to make any corrections necessary to fill the overall intent of the SWPPP Documents (e.g., Grading Permit Modification Form). In the case of a discrepancy between parts of the SWPPP documents, the most stringent requirement shall rule.

**GENERAL GRADING NOTES:**

1. Proposed contours represent the top of the proposed finished ground surface. The grading contractor shall make appropriate adjustments to determine the proper elevation for pavement subgrade.
2. Utilities are shown as a convenience for the contractor. The locations of all aerial and underground utility facilities may not be indicated on these plans. Underground utilities, whether indicated or not, will be located and flagged by the utility companies at the contractor's request. No excavation shall be permitted in the area of underground utilities until all facilities have been located and identified to the satisfaction of all parties, and then, only with extreme care to avoid any possibility of damage to the facilities.
3. The contractor shall be responsible for permit reconstruction of any erosion control improvements disturbed by his operations. All disturbed erosion control improvements shall be fully reconstructed at the end of each working day prior to leaving the site. Positive drainage to all work areas shall be maintained in the condition the contractor finds it in prior to construction arrival.
4. All disturbed areas that will not be impacted by construction activity for 14 consecutive days shall be stabilized with temporary or permanent seeding and mulch.
5. Before leaving the site, the contractor shall remove all construction debris and temporary surfacing and restore all drainage areas to their original laws and grade and shape all areas for positive drainage.
6. Sediment and erosion control measures shall be maintained until seeding or sods has been established on upstream areas.
7. Soil compaction shall be completed in accordance with recommendations of the site geotechnical report prepared by Theue Geotech, Inc. dated January 28, 2006.
8. To the extent practicable, construction activity shall be limited to the limits of land disturbance shown. Existing ground cover shall be maintained beyond the limits of construction.
9. See C3.1 - SWPPP DETAILS, for details of sediment and erosion control measures.

NPDES TRACKING NUMBER: CSW-202610283

**BENCHMARK:**

<b>BENCHMARK #1:</b>	CHIELED "O" ON NORTH RIM OF STORM SEWER MANHOLE LOCATED SOUTH OF SITE, 300.0' SOUTHWEST OF INTERSECTION OF RIDGEVIEW DRIVE AND EAST ACCESS ROAD TO 2800 RIDGEVIEW DRIVE.
<b>ELEV.</b>	1305.544
<b>BENCHMARK #2:</b>	CHIELED "O" ON NORTH RIM OF WESTERLY STORM CULVERT INLET MANHOLE LOCATED 3.95' SOUTH OF INTERSECTION OF RIDGEVIEW DRIVE AND ACCESS ROAD TO 400 BELLI STREET.
<b>ELEV.</b>	1314.787

THE DRAWING, THE DESIGN IT COVERS ARE THE EXCLUSIVE PROPERTY OF THE ENGINEER. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.	By
DATE	Revision

**ULTIMATE THERMAL**  
Cold Storage Construction  
P.O. Box 3485, Omaha, Nebraska 68134  
Phone (402) 963-0311 Fax (402) 963-0301

Drawn By: JAS BAYDAN  
Scale: AS SHOWN  
Date: 03/04/2025

**C&B**  
C & B Engineering & Survey Inc.  
Engineering Division  
2077 N. St. Scale 400  
Lincoln, NE 68510  
Phone: 402.420.7217  
Fax: 402.420.7218  
www.candb.com

State of NE Certificate of Authorization PCA0008

**AVANT**  
ARCHITECTS

8340 W. Dodge Rd. Suite 202  
Omaha, NE 68114  
402.481.9611



LANDMARK SNACKS  
NEW PRODUCTION FACILITY  
BEATRICE, NEBRASKA

COVER

Sheet No. **C1.0**

Exhibit "A"














<b>LANDMARK SNACKS</b> <b>NEW PRODUCTION FACILITY</b> <b>BEATRICE, NEBRASKA</b> <b>CUT FILL</b>					<b>ULTIMATE THERMAL</b> Cold Storage Construction P.O. Box 34875 Omaha, Nebraska 68134 Phone: (402) 963-9711 Fax: (402) 963-2901	DATE: 03/06/2025 JOB NO: 2025.294.001 AS SHOWN DRAWN BY: BLS/SLM	THIS DRAWING & THE DESIGN IT REPRESENTS ARE THE EXCLUSIVE PROPERTY OF ULTIMATE THERMAL CONSTRUCTION. THE ARCHITECTS EXPRESSLY AGREE THAT THEY WILL NOT BE RESPONSIBLE FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY CAUSED BY THE CONSTRUCTION OF THIS PROJECT. BORROWERS OR HIS AGENTS.
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 Know what's below. Call before you dig.

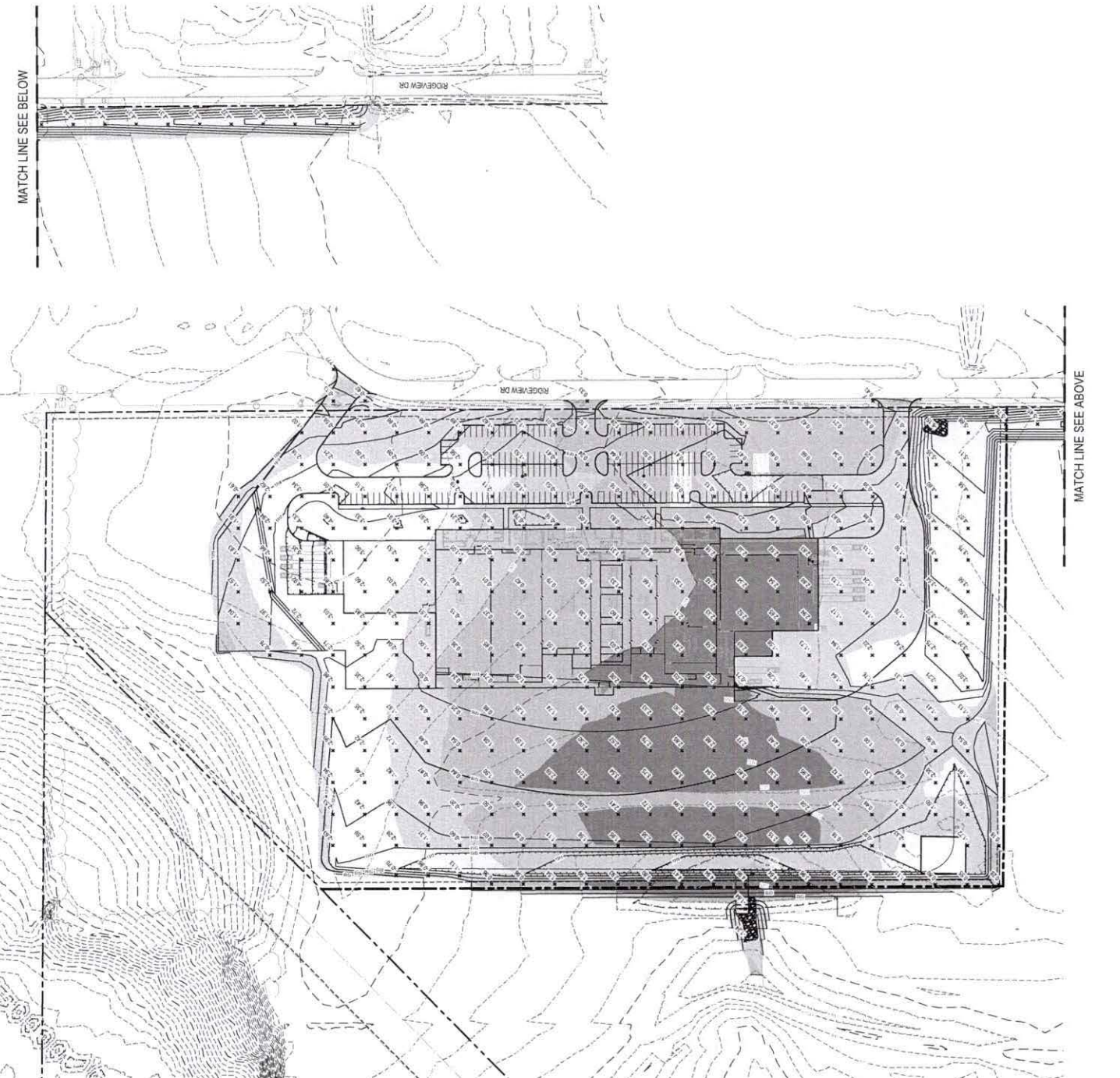


**CUT FILL LEGEND**  
 --- Proposed L/S  
 --- Existing Topography L/S  
 --- Existing Utility L/S  
 --- Easement L/S  
 --- Easement L/S  
 --- Easement L/S  
 --- Easement L/S  
 --- Easement L/S  
 --- Easement L/S

Number	Minimum Elevation	Maximum Elevation	Color
1	-0.00	-3.00	[Color swatch]
2	-2.00	3.00	[Color swatch]
3	0.00	2.00	[Color swatch]
4	2.00	10.00	[Color swatch]

NPOES TRACKING NUMBER: CSW-202410233

**BENCHMARK**  
 BENCHMARK #1: COINTEGRATED ON NORTH SIDE OF STORM SEWER MANHOLE LOCATED AT INTERSECTION OF RIDGEVIEW DRIVE AND EAST ACCESS ROAD TO 2800 ROANOKE DRIVE.  
 ELEV: 1295.244  
 BENCHMARK #2: COINTEGRATED ON NORTH SIDE OF WATER VERTICAL CURB BUILT MANHOLE LOCATED WEST SOUTH OF INTERSECTION OF RIDGEVIEW DRIVE AND ACCESS ROAD TO 490 BELL STREET.  
 ELEV: 1274.781



MATCH LINE SEE ABOVE

MATCH LINE SEE BELOW

C4.0

Pages 1 Doc Tax \$ \_\_\_\_\_ EX # \_\_\_\_\_  
Fee Amt \$ 10.00 Ck Pd \$ \_\_\_\_\_ 2026-733  
Cash Pd \$ \_\_\_\_\_ Refund \$ \_\_\_\_\_  
Paid by \_\_\_\_\_ Ck # \_\_\_\_\_  
Customer Chg Code #1 - \$10.00  
Ind \_\_\_\_\_ Comp  Cd/Map \_\_\_\_\_ Ck'd

State of Nebraska Gage County ss. Entered in  
Numerical Index and filed for record the  
18TH day of MARCH, 2026  
at 12:25 o'clock P. M., and recorded as  
INSTRUMENT NO: 2026-733  
*[Signature]* Register of Deeds

Return to: \_\_\_\_\_ Space Above Reserved for Recording Information  
City Attorney  
City of Beatrice  
400 Ella Street  
Beatrice, NE 68310

**NOTICE OF ENCROACHMENT AGREEMENT**

Notice is hereby given that on March 16, 2026, the City of Beatrice, Nebraska, a municipal corporation, and Landmark Snacks, LLC, a Nebraska limited liability company, entered into an Encroachment Agreement regarding the construction and maintenance of Landmark Snacks, LLC's stormwater detention infrastructure located upon such real property more fully described as follows:

Lot One (1) Landmark Addition to the City of Beatrice, Gage County, Nebraska.

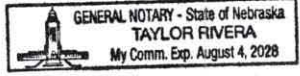
A copy of said Encroachment Agreement is available at City Hall, 400 Ella Street, Beatrice, Nebraska 68310.

City of Beatrice, Nebraska,

By: *[Signature]*  
Tobias J. Tempelmeyer, City Administrator

STATE OF NEBRASKA     )  
  ) ss:  
COUNTY OF GAGE        )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of March, 2026, by Tobias J. Tempelmeyer, City Administrator and authorized signatory of the City of Beatrice, Nebraska, to be his voluntary act and deed on behalf of the City of Beatrice, Nebraska.



*[Signature]*  
Notary Public, Taylor Rivera

2026-733